



First 5 Solano Children and Families Commission

Notice to Qualified Applicants

Request for Proposals

“Preschool for All” Planning Consultant

To Work in Conjunction with First 5 Solano Children and Families Commission
Solano County, California

August 12, 2004

The County of Solano, First 5 Solano Children and Families Commission, (“Commission”), announces a request for proposals (“Request for Proposal” or “RFP”) from qualified applicants (individuals or agencies) to deliver consultant services related to “Preschool for All” planning. The following documents set forth the conditions of the RFP, the deliverables being sought and the basis for administering the selection process.

“Preschool for All” is initially defined as a free, voluntary, at least part-day early learning and development opportunity for 3- and/or 4-year-olds, offered in programs that are provided through a variety of public and private settings that meet quality standards, including networks of family day care homes.

The selected consultant will conduct a local planning process to establish a local “Preschool for All”/quality early learning and development opportunities plan for Solano County. The process is expected to take 6-12 months and to begin on or about December 1, 2004. A budget of up to \$40,000 is available for this project.

NOTICE IS HEREBY GIVEN:

That the COUNTY OF SOLANO, First 5 Solano Children and Families Commission, will receive submittals from qualified persons or agencies for Preschool for All Planning Consultant as outlined in this Request for Proposals available from the address listed below:

SUBMITTAL DUE: 5:00 PM, Pacific Daylight Saving Time, SEPTEMBER 16, 2004

**First 5 Solano Children and Families Commission
2300 Boynton Avenue, Suite 204, Fairfield, CA 94533
Attention: Christina Linville, Executive Director**

Issue Date: August 12, 2004

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TENTATIVE SCHEDULE FOR SELECTION PROCESS

ACTIVITY	DATE
RFP Released	August 12, 2004
RFP Inquiries from Responding Persons Received by County	August 25, 2004
County Issues Response to RFP Inquiries	August 31, 2004
Proposal and Supporting Documents Due by 5:00 P.M.	September 16, 2004
Evaluation and Ranking	September 30, 2004
Notify Shortlisted Applicants	October 1, 2004
Oral Interviews	October 7, 2004
Final Evaluation and Notification of Selected Applicants	October 14, 2004
Contract Development Period	October 15-November 5, 2004
Signed Agreement	November 8, 2004
Contract Approval by Board of Supervisors	November 23, 2004
Notice of Award	November 24, 2004

Note: All dates are subject to change at County's sole discretion. The negotiation period, as indicated above, may be extended based on mutual agreement between the County and selected consultant if additional time is required to conclude negotiations. It is the County's desire to activate services of the selected Consultant as expeditiously as possible.

PART I – GENERAL CONDITIONS

1.01 Request for Proposals/Rules for Competition

The qualifications and selection method used for this solicitation is known as a “Request for Proposal” (RFP), conducted in three steps. The terms and conditions of this selection method are delineated in this RFP. In Step One, applicants (individual consultants or agencies) will be evaluated and ranked according to information presented in their Proposal. A shortlist will be developed based on this initial ranking. In Step Two, top ranked candidates will be invited to participate in an interview session(s). The candidates will then be evaluated and one will be invited to proceed with Step Three, contract negotiations. Applicants’ costs associated with developing the Proposal, participating in interviews, and negotiating contacts are entirely the responsibility of the individual or agency submitting the Proposal, and shall not be chargeable to the County.

All applicants submitting a Proposal must mail or deliver one (1) original and five (5) copies of their Proposal to:

County of Solano
First 5 Solano Children and Families Commission
Attention: Christina Linville
2300 Boynton Avenue, Suite 204
Fairfield, CA 94533

All documents required by this RFP must be received at the above designated location. Packages must be delivered such that they are complete and received **NO LATER THAN 5:00 PM Pacific Daylight Saving Time, SEPTEMBER 16, 2004.** (See ADDENDUM II - Submittal Checklist)

No facsimile (fax), e-mail documents or postmarked documents will be accepted. Timely delivery of the submittals to First 5 Solano Children and Families Commission is the sole responsibility of the applicant. Late receipt of the Proposal may be grounds for rejection.

1.02 RFP Inquiries and Requests for Information

Only written inquiries or requests for information (RFI) will be considered. Written Inquiries regarding the RFP shall be made via fax or United States mail sent to:

First 5 Solano Children and Families Commission
Attention: Christina Linville: Request for Information
2300 Boynton Avenue, Suite 204
Fairfield, CA 94533
Fax: 707.435.2964

These inquiries shall be accepted no later 5:00 PM on August 25, 2004. Written responses to the inquiries shall be issued via fax (if a fax number is provided) or postmarked United States mail no later than 5:00 PM on August 31, 2004.

1.03 Step One: Proposal

Response to this solicitation will be in the form of a Proposal according to the format described in Part IV of the RFP. The Proposal shall document the applicant's qualifications as they apply to the Work Statement found in Part III of the RFP.

First 5 Solano Children and Families Commission will evaluate all responses using the criteria in ADDENDUM I. The selection panel may consist of Commissioner(s), Commission staff and 1-2 persons with background and expertise in the area of early childhood education and development, organizational development and/or community engagement. Representatives of various departments could include, but are not limited to, Health and Social Services. Composition of the selection panel is subject to change at the sole discretion of the County. Applicants will be ranked based on the scoring of the applicant in relation to the evaluation criteria.

1.04 Changes to the Proposal

The Proposal cannot be changed after the time and date designated for receipt of the submittal.

1.05 Rejection

A Proposal may be rejected if it deviates in any substantial respect from the requirements of the RFP, as determined solely by First 5 Solano Children and Families Commission. Grounds for rejection might include, but are not necessarily limited to, the following:

- A. Submittal is received at any time after the specified time and date set for receipt.
- B. An incorrect number of copies of the submittal are received.
- C. Submittal is not prepared in the format described in Part IV.
- D. Submittal contains false or misleading statements or references which, in the exclusive judgment of First 5 Solano Children and Families Commission, do not support an attribute or condition contended by the responding applicant or if, in the exclusive judgment of First 5 Solano Children and Families Commission, the information contained is intended to mislead First 5 Solano Children and Families Commission in its evaluation of the Proposal and the attribute, condition, or capability of a requirement of this RFP.
- E. Submittal is without an original wet-signed cover letter.
- F. Submittal has no Statement of Acknowledgment of review and acceptance of the County of Solano's Standard Contract, Exhibits C & D (EXHIBIT I).
- G. Submittal is sent in whole or in part by facsimile (fax), by e-mail or is postmarked.

1.06 Step Two: Interviews

Interviews will be scheduled with 2-3 top-rated applicants submitting Proposals based on the rankings of the selection panel. These applicants should be available for interviews during normal business hours on October 7, 2004 (this date is subject to change).

Information regarding the interview process will be provided to short-listed applicants only. The interview process will be administered such that all short-listed applicants will have equivalent amounts of time and opportunity to present.

The resumes of individuals who will play critical roles and provide direct professional and technical services to the Commission shall be provided in the Proposal. Key personnel for the project, including the proposed Preschool for All planning consultant who will be the day-to-day contact with the Commission, shall be in attendance at the interview.

Upon completion of the interviews, the Commission may make adjustments to the scores and re-rank the top competitors.

Final selection is at the sole discretion of First the Commission or its designee, which reserves the right to make no selection based on this Request for Proposals. There is no appeal.

1.07 Step 3: Negotiations

Following interviews, the Commission will begin negotiations with the top-ranked applicant.

If negotiations with the highest ranking applicant fail, the Commission will enter into negotiations with the next highest ranked applicant and so on.

1.08 Non-negotiable Provisions

Since County contracts are subject to Government and Public Codes, there are provisions which must be included in County contracts which may not be subject to negotiations as solely determined by County Counsel and Risk Management. A sample of the County's Standard Contract is included in EXHIBIT I. Responding applicants are required to review the County's Standard Contract, Exhibits C & D and accept it with or without qualification (Exhibit A, Scope of Work and Exhibit B, Budget will be completed during the contract negotiation process).

1.09 Contract Termination/Duration

As noted in EXHIBIT I, the Contract may be terminated at any time by either party for good cause upon a minimum of 14 days written notice to the other party. All documents regarding this Project shall be transferred to the Commission at the time of termination and shall become the sole property of the Commission. The total contract term will be for up to one year.

1.10 Signature of the Person Submitting the Proposal

The Proposal shall include a wet-signed cover letter signed by an individual who is authorized to bind the responding agency contractually. The name and title of the individual signing the Proposal shall be typed immediately below the signature.

1.11 Other Information

- A. Disposition of Proposals - All materials submitted in response to this RFP will become the property of the Commission, and may at any time subsequent to contract signing be reviewed and evaluated by any person, and may be returned only at the Commission's option and at the responding applicant's expense. One copy of each Proposal shall be retained for official Commission files and will be a public document. Any financial information requested from respondents will remain confidential and will not be available for public view.
- B. County Use of Replies - The Commission has the right to use any or all ideas or concepts presented in any Proposal. Selection or rejection of the responding applicant does not affect this right.
- C. Contact for Information - Oral communications by Commission employees concerning the RFP shall not be binding on the County and shall in no way excuse the responding applicant of obligations as set forth in the RFP.
- D. Modification or Withdrawal of Proposal - Any Proposal may be withdrawn or modified by written request of the responding applicant if such a request is received by the Commission at the above address before the date set for receipt of the Proposal.
- E. Right to Reject Any or All Proposals - It is the standard practice of the Commission not to solicit Proposals unless there is a bona fide intention to award a contract. However, the Commission does reserve the right to reject any or all Proposals. The Commission reserves the right to terminate proceedings at any time.

PART II - BACKGROUND

2.01 County Information/History

Solano County is the nineteenth largest California County (as measured by population) with a total population of over 400,000. The County has seven incorporated cities including Fairfield (the County seat), Benicia, Vallejo, Vacaville, Suisun, Rio Vista and Dixon. The majority of residents reside within these cities and the majority of County facilities are currently located in the incorporated areas. Solano County's population is growing, particularly in the north portion of the County.

First 5 Solano Children and Families Commission allocates funds for grants based on a regularly updated Strategic Plan for the benefit of children 0-5. The Commission is funded through revenue generated by "Proposition 10", the tax on tobacco-related products approved by the voters in November 1998. These funds are specifically dedicated to enhancing the health and well being of children 0-5 and their families by funding in areas such as health, parent education and family support, and in early development, care and education programs. The Commission's Strategic Plan outlines its vision, mission, core values, priorities, goals and results expected from its investments.

The Commission's Strategic Plan, updated in January 2004, contains eight Goals for Solano's young children and their families. The Preschool for All planning process is

expected to address three of these Goals: “All Children’s Learning and Development are Integrated into the Community”, “All Children Have Access to High Quality Childcare” and “All Children Enter Kindergarten Ready to Learn”. Given its overarching goal of effective system change, the Commission considers these goals to be not only goals for its own investments but goals to be shared with the community at large. The Commission seeks a process to work toward establishing a community-wide consensus and infrastructure that will eventually expand the system of preschool/other quality early learning and development opportunities for the County’s preschool-age children. The Commission currently has a School Readiness initiative for which parent/school/community collaboratives have been formed at 4 elementary school catchment areas in the County. The Commission expects that the “preschool for all” planning process will incorporate and build on efforts already underway at those sites.

First 5 Solano Children and Families Commission’s Strategic Plan is available from the First 5 Solano office (2300 Boynton Ave., Ste. 204, Fairfield, CA 94533/707.435.2965); or on line at www.cafc.ca.gov/solano. The “Preschool for All: Step by Step--A Planning Guide and Tool Kit” and other relevant information can be accessed from the First 5 California (the State Children and Families Commission) web site at www.cafc.ca.gov.

PART III - SCOPE OF WORK

- 3.01 Conduct a “Preschool for All” partnership and development planning process designed to incorporate the elements of the First 5 California “Preschool for All: Step by Step--A Planning Guide and Toolkit”, available at www.cafc.ca.gov.

- ✓ The Status of Preschool for All : Defining the "Universe" of Universal
- ✓ Determining the Key Program Elements -Guidelines for Quality
- ✓ Estimating the Supply and Demand for Preschool
- ✓ Estimating the Local Cost of Preschool for All
- ✓ Financing Preschool for All
- ✓ Using Assessment to Improve Program Results
- ✓ Making the Local Case for Preschool for All

Ensure that the planning process and plans developed:

- ✓ Build on, align with and incorporate current School Readiness projects and other local efforts related to universal quality learning opportunities for all children in Solano County;
- ✓ Incorporate as appropriate other Counties’ similar efforts that represent best practices;
- ✓ Address facilities needs and incorporate local efforts to expand facilities for early learning and development;
- ✓ Address workforce quality needs and standards and recommend ways to increase the size and quality of the preschool/quality early learning and development workforce.
- ✓ Incorporate current evaluation standards and establish and incorporate measurable benefits for young children;

This process shall include, but is not limited to, the following activities and deliverables:

A. Activities:

- Convene key stakeholders and facilitate development of consensus on local planning;
- Research and report on other universal quality early learning and development efforts and best practices;
- Research, compile and produce a preschool/quality early learning “supply and demand” report that documents the size, scope and workforce qualifications of the current preschool/early learning system on Solano County;
- Convene a specialized workgroup to develop local financing plans and options;
- Develop and facilitate a parent/community information and planning process;
- Address the cultural and linguistic needs of Solano’s children;
- Address the identification and full inclusion of children with disabilities and other special needs.

B. Deliverables:

1. Establish an organizational structure and operating principles, goals, quality standards, program elements and other elements of a local “Preschool for All” quality early learning system in Solano County.
2. Provide a summary report and recommendations document that sets forth the components of Deliverable #1 and also establishes a timeline, tasks and roles and responsibilities of key partners for implementation of efforts to expand a local universal preschool/quality learning and development system in Solano County.
3. Make presentations (initial, midpoint, Project conclusion) and provide written progress reports (3 months, 6 months, 9 months) to First 5 Solano Children and Families Commission to provide an overview of the planning Project describing progress toward Project goals, challenges identified and addressed, and actions taken or recommended.

3.02 Payment Schedule and Budget

The budget for this project is up to \$40,000. The payment schedule is based on a time and materials budget. This budget must include personnel and administrative costs for the overall project and for any identified products or deliverables. The budget shall take into account the cost of and specify the expected number of meetings—internal, with Commission staff, and with individuals and groups in the community and shall include attendance at up to 3 Commission meetings to present reports on the plans, progress and results of the project. The budget shall include the cost of research and development of “supply and demand” report, “best practices” and other materials relevant to the project; the cost of any focus groups and/or surveys and summary reports of surveys and meetings; cost of any incentives for community resident meetings/return of surveys; revision of drafts of deliverables; and other related costs as documented in the budget.

The term of the contract is expected to be up to one year, estimated to begin in November-December 2004. Some evening/weekend work (such as attendance at Commission and other meetings) is required. For individuals, this is an independent contractor position. There are no fringe benefits. The Commission is located in Fairfield, CA.

3.03 Supervision

The proposed contract will be implemented under the authority of the Executive Director/designee, First 5 Solano Children and Families Commission, who shall act as the Designated Representative (DR) for the Commission for this project.

3.04 Skills, Abilities and Qualifications

The ideal applicant would have three to five years of demonstrated skills, abilities, knowledge and experience in the following areas:

- A. Strong history of leadership in community planning, partnership development, group process, and advocacy from the community level.
- B. Knowledge of the theories, principles, and practices of early childhood development and quality early learning.
- C. Large and small group facilitation and conflict resolution skills.
- D. Ability to support organizational learning in a complex, collaborative effort.
- E. Demonstrated ability to apply effective community engagement strategies, including ability to facilitate meetings involving diverse stakeholders and engage individuals and groups with diverse interests and needs, including those who may not have experience working with organizations or agencies and who may have different skill and language levels.
- F. Experience at conducting community outreach processes that include families (including families that are at risk for adverse early childhood outcomes) and the organizations serving them, including non-profits and faith-based organizations, child care and early childhood development practitioners, educators, government agencies and community groups.
- G. Ability to synthesize and present data and information relating to key early learning and development issues and system capacity for preschool.
- H. Program planning skills and ability to design plans that leverage resources: human, political, and monetary.
- I. Demonstrated ability to manage the administrative, programmatic, technical and fiscal elements of projects of similar scope to this proposal.

PART IV – PROPOSAL FORMAT

Submit a complete original and five (5) complete copies of the Proposal. The Proposal must include the following information or the Proposal may be deemed non-responsive (see ADDENDUM II for the complete submittal checklist).

Cover

Must be titled:

**Preschool for All Planning Consultant
First 5 Solano Children and Families Commission,
County of Solano**

Table of Contents

Limit of 1 page

Section 1: Summary

- Cover letter signed by an individual who is authorized to bind the applicant contractually. The name and title of the individual signing the proposal shall be typed immediately below the signature.
- Summarize the agency's overall approach in fulfilling the objectives and goals of the Project.
- Name individuals that will be directly involved and responsible in carrying out Project tasks from award through close-out of the subject Project.

Limit of 1 page

Section 2: Level of Project Experience

Describe in detail work the applicant has directly performed within the past two years on 2-3 similar projects that includes the following:

- Experience conducting a community planning process resulting in similar deliverables (such as a community plan, timeline, etc.).
- Experience researching and compiling information and data relating to system capacity, such as fiscal, capital facilities and workforce capacity.
- Experience applying effective community engagement strategies that include multiple, diverse stakeholders.
- A demonstrated ability to meet internal and project deadlines, major milestones and overall project schedules.

Limit of one page per project. On a separate page, identify client references for all projects listed; include title and current phone number of individual contacts. Indicate key personnel responsible for performance and the extent of their involvement in each project. Differentiate which work was performed by the proposing agency and which work was performed by the sub-consultants, if sub-consultants are proposed.

Section 3: Description of Activities, Deliverables and Components of Deliverables

Provide an overview and work plan for the project, detailing activities to be performed and components of each deliverable. (See Section 3.01).

Limit two pages per deliverable.

Section 4: Payment Schedule and Budget

Provide a line item budget that supports the cost of the project. The budget shall include personnel and administrative costs for the overall project and a summary of the cost of each deliverable (see Section 3.02).

Limit two pages.

Section 5: Proposed Personnel and Resume Synopsis

Identify principals and key staff members of the agency who would be committed to the tasks and clarify their roles in the project, including the number of hours that each will be available to work on the project. Identify the duration of employment with the applicant agency. Describe the relevant experience and education, professional licenses and demonstrated accomplishments of these key staff members and their familiarity with, and knowledge of organizational planning and community engagement processes. Identify which staff members have worked directly with the proposed subconsultants in the past and describe the nature and quality of past working relationships of similar projects.

Limit one page per person and one page per subconsultant.

Section 6: Description of Organization

Describe in detail the organizational structure of the applicant agency (if applicant is an individual, the individual may submit a statement that the work is to be performed by that individual). Describe reliability, continuity, and location of the applicant and subconsultants. Include type of organization, composition, functions to be performed by subconsultants or members of the applicant agency and how they pertain to this contract. Identify the primary contact person who will represent the applicant during day-to-day contact with the Commission's Designated Representative (DR). Include as applicable an organizational chart and a breakdown of the numbers and categories of key personnel and subconsultants estimated to provide the level of service required to support the project. **Note:** Any potential subcontractor must be identified in the Proposal. Changes in subcontractors may only be made after written approval from the Commission.

Limit 2 pages plus 1 page for Organizational Chart if applicable

Section 7: Contract Modifications

Include a statement of acknowledgment that the County of Solano Standard Contract (EXHIBIT I—Standard Contract, Exhibits C and D), has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. (Note: Exhibits A and B (the scope of work and budget detail and payment provisions for the contract, based on the deliverables, payment provisions and budget requirements outlined in this RFP) will be finalized during the contract negotiation process.) If no modifications to the Standard Contract, Exhibits C and D are noted, then it shall be deemed that the applicant accepts these items without reservation or any qualifications.

Limit 1 page

END OF REQUEST FOR PROPOSALS



**County of Solano
Standard Contract**

CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:
CONTRACTOR'S NAME

The Term of this Contract is:

2. The maximum amount of this Contract is:
\$

3. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provision
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the ____ day of _____, 20__.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME	
SIGNATURE	AUTHORIZED SIGNATURE
DATED	DATED
PRINTED NAME AND TITLE	TITLE
	Approved as to Content:
ADDRESS	DEPARTMENT HEAD OR DESIGNEE
	DATED
CITY	Approved as to Form:
STATE	
ZIP CODE	COUNTY COUNSEL
	DATED

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. METHOD OF PAYMENT

In consideration of services rendered, in accordance with Exhibit "A" ("Scope of Work"), upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor quarterly in arrears for fees and expenses incurred the prior quarter, up to the maximum amount provided for in Exhibit B-1. Claims submitted by Contractor shall be documented through the submission of "Monthly Expenditure/ Reimbursement Form" attached to this Contract as Exhibit "B-2" and incorporated by reference, and a spreadsheet specifying the County's portion of the total agency budget directly attributable to this Contract. Reimbursement must have prior approval by the Executive Director of the First 5 Solano Children and Families Commission (hereafter, "Commission") in accordance with the "Contractor Budget Request" attached to this Contract as Exhibit "B-1" and incorporated by reference. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

- A. In accordance with Exhibit "B" ("Contractor Budget Request"), Contractor shall be permitted to make transfers between budget line items, providing the transfer is less than 10% of the total budget, unless they involve changes in the number and salary of positions. Contractor shall promptly notify County in writing of such transfer. Transfers between budget line items totaling more than 10% of the budget, or transfers involving the number and salary of positions, may be made only upon prior written approval of the Executive Director of the Commission or his/her designee.
- B. Subject to Section C below, Contractors that are non-profit, community based organizations granted tax-exempt status under Internal Revenue Code Section 501 may receive a one-time cash advance of up to three (3) months of operating expenses specified in Exhibit "B-1" for expenses necessary under this Contract. In order to receive an advance, Contractor must submit to County a written request detailing the need for an advance, including a grant request/expenditure report form as provided by County and evidence that contract activities cannot be carried out without the advance. Such evidence shall consist of a current balance sheet, cash flow statement, or other documentation specific to the grant that adequately supports the request. The Executive Director of the Commission or his/her designee must approve all advances in writing. Each subsequent payment will be based on actual services provided.
- C. Contractor may receive an advance as provided in Section B above only if it provides a fidelity bond by an admitted surety in the amount of the advance requested naming County as loss payee. The original certificate for the bond must be submitted to and approved by County prior to any disbursement of funds. Any costs associated with obtaining said fidelity bond shall be Contractor's responsibility, not chargeable to County. Said bond shall be valid for the life of the grant and proof of its validity shall be furnished quarterly.
- D. Contractor shall not use cash advances to provide working capital for non-Commission programs. Whenever possible, Contractor advances shall be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any

portion of an advance or interest from an advance into a subsequent fiscal year is not allowed. Any and all such unused advance funds remaining at the end of a fiscal year shall be returned to County within 30 days following the end of the fiscal year. At the end of the contract period, any and all unused funds of any nature distributed by County to Contractor pursuant to this Contract, including the unused portion of any advance or interest, shall be returned to County within 30 days following the end of the contract period.

- E. Contractor must account to County for all interest on any grant advance and expenditures of such interest as part of the final fiscal report. Any advance balance will be deducted from the 4th quarter invoice, with the provision that in the event that the advance balance exceeds the total 4th quarter invoice amount, all unused funds, including the unused portions of any advance or interest on any advance, shall be returned to County no later than thirty (30) days after the termination and/or completion of the contract, whichever occurs first.

2. CLOSING OUT

County shall pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County shall withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

3. TIME

Time is of the essence in all terms and conditions of this Contract.

4. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the department's Contract Manager.

5. TERMINATION

- A. This Contract may be terminated by County or Contractor, at any time, with good cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.
- B. Following termination, Contractor shall be reimbursed for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

6. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

7. WARRANTY

- A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform

the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

- B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

8. INSURANCE

- A. Without limiting Contractor's obligation to indemnify County, Contractor shall maintain the following insurance during the term of this Contract:
 - 1. (a) Commercial general liability insurance written on an occurrence basis for all activities of Contractor (and its subcontractors) arising out of or in connection with this Contract, written on a Commercial General Liability form including, but not limited to, premises and operations, independent contractor, products and completed operations, contractual liability and personal injury, in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence and in the aggregate.
 - (b) As required by the Labor Code of the State of California, Workers' Compensation insurance, for Contractor and employees of Contractor. All Workers' Compensation policies shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving prior notice to Solano County in writing."
- B. Each required commercial general liability and/or malpractice insurance policy shall be endorsed by the Contractor's insurance carrier with the following specific language:
 - 1. The County of Solano, its officers, agents and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.
 - 2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.
 - 3. The insurance provided herein is primary and no insurance held or owned by the County of Solano shall be called upon to contribute to a loss.
 - 4. The coverage provided by this policy shall not be reduced or canceled without 30 days written notice to the County of Solano.
- C. This Contract shall be of no force or effect until Contractor provides proof of appropriate insurance to Risk Management and the department's Contract Manager.

9. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

10. DEFAULT

- A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to

cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

- B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.
- C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.
- D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

11. INDEMNIFICATION

- A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.
- B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

12. INDEPENDENT CONTRACTOR

- A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
- B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
- C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
- D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

- E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.
- F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.
- G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
- H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.
- I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

13. RESPONSIBILITIES OF CONTRACTOR

- A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.
- B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.
- C. To fully comply with the terms and conditions of this Contract, Contractor shall:
 - (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
 - (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
 - (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
 - (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
 - (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

14. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to

Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

15. CONFIDENTIALITY

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.
- C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.
- D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

16. CONFLICT OF INTEREST

- A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

17. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

18. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor shall receive all health and safety information and training.

19. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of

suspected abuse.

20. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

21. NONDISCRIMINATION

- A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

22. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the Departmental Contract Manager, Department Head or his or her designee and the CAO subject to any required state or federal approval.
- C. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

23. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

24. OWNERSHIP OF DOCUMENTS

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

25. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.

- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.
- B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:
 - (1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
 - (2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.
- C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.
- D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:
 - (1) Cancel this Contract; or,
 - (2) Offer a contract amendment reflecting the reduced funding.

28. CHANGES AND AMENDMENTS

- A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.
- B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.
- C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

29. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

31. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

32. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.

33. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. SPECIAL RESPONSIBILITIES OF CONTRACTOR

- A. Submit verification of non-profit status, if a requirement for the award of this Contract:
- B. Provide an audit report, including a management letter, to County annually;
- C. Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within 30 days of completion;
- D. Provide an unaudited statement of revenue and expenditures to County within thirty (30) days of completion of the project if funds awarded to Contractor are \$100,000 or less;
- E. Obtain a bond at, Contractor's sole expense, in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

2. EVALUATION

- A. Contractor shall establish and use method(s) of systematic program evaluation to review the quality and appropriateness of services provided under this Contract. If directed by County, Contractor shall input data into a County approved collection system on a monthly basis, or as otherwise prescribed by County and shall participate in the County's overall Evaluation of the effectiveness of its investments.
- B. Contractor shall submit reports to County on activities as specified in Exhibit A/Scope of Work and submit reports describing work progress in carrying out the approved objectives under this Contract according to the following schedule: 3 (three) months, six months and 9 months, due thirty (30) days after the completion of such reporting period, with a final report due 6 (six) weeks after conclusion of this Contract.
- C. Contractor shall be solely responsible for the administration of the program to be conducted under this Contract, and shall review all monitoring reports and notices of corrective actions/recommendations provided by County. Contractor shall report on progress toward completion of corrective actions/recommendations in its final report to County.
- D. Contractor shall send a representative to attend quarterly County-sponsored grantee meetings/workshops.

3. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit "D1".

4. TOBACCO POLICY

Contractor agrees to abide by written policies provided by County as Exhibit "D-2" relating to tobacco use and acceptance of funds from the tobacco industry.

5. PUBLIC ACKNOWLEDGEMENT OF FUNDS

The First 5 Solano Children and Families Commission is funded by taxpayers' dollars. Therefore, Contractor shall acknowledge the grant from the First 5 Solano Children and Families Commission in statements or printed materials appropriate to the purpose of the grant. In addition, Contractor shall prominently display any appropriate acknowledgement provided by the Commission. All printed materials related to the grant shall contain the following information in a type size and style appropriate to the materials:

<p>Made possible by a grant from the First 5 Solano Children and Families Commission</p>

Exhibit D-1

DRUG-FREE WORKPLACE CERTIFICATION

[Contractor]

The contractor named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor Date

Officials Name (type or print)

Title Federal Tax I.D. Number

EXHIBIT D-2

FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION
TOBACCO EDUCATION, PREVENTION, AND INVESTMENT POLICY

The following constitutes the adopted Tobacco Policy that funded projects will adhere to:

Funded Projects will:

- 1) Provide a smoke-free working environment,**
- 2) Provide and/or arrange training and information to staff on smoking cessation/dangers of second-hand smoke (as needed),**
- 3) Refuse tobacco funding, and**
- 4) Divest themselves of tobacco product investments.**
- 5) Distribute and/or make available smoking cessation- related materials for participants in Commission funded programs.**

ADDENDUM I

<u>EVALUATION CRITERIA</u>	Maximum Points
Project Design (Part IV, Cover, Table of Contents, Sections 1 and 3) Description of activities and deliverables and components of deliverables	50
Experience (Part IV, Section 2) Specialized experience of the applicant in the management and design of similar projects. Work directly performed within the last 2 years that shows: <ul style="list-style-type: none">• A demonstrated ability to achieve the goals of the project.• A demonstrated ability to meet internal and project deadlines and overall project schedule. Demonstrated ability to manage projects within the stipulated project budget.	15
Payment Schedule and Budget (Part IV, Section 4) Budget detail that shows reasonable and necessary hours and expenses that clearly link to the cost of deliverables.	15
Proposed Personnel and Resume Synopsis (Part IV, Section 5) Principals to be assigned to the project and their experience as it applies to the deliverables in Part IV, Section 3 in this Request for Proposals. Education, experience, and demonstrated accomplishments of key personnel assigned to the project, including their duration of employment. Identification of all subconsultant(s) and evidence of experience working with selected technical sub-consultant(s), explaining the nature and duration of past working relationships on similar projects for each key staff member proposed, if sub-consultant(s) are proposed.	10
Organizational Suitability (Part IV, Section 6) Ability to staff and provide continuity to the work effort.	10
Total Points Possible	100

ADDENDUM II

Submittal Deadline and Check List

All applicants submitting a Proposal must mail or deliver one (1) complete original and five (5) complete copies of their Proposal to:

County of Solano
First 5 Solano Children and Families Commission
Attention: Christina Linville
2300 Boynton Avenue, Suite 204
Fairfield, CA 94533

All documents required by this RFP must be received as one package at the above designated location. Packages must be delivered such that they are complete and received NO LATER THAN 5:00 PM Pacific Daylight Saving Time, SEPTEMBER 16, 2004.

No facsimile (fax), e-mail documents or postmarked documents will be accepted. Timely delivery of the complete submittals to First 5 Solano Children and Families Commission is the sole responsibility of the respondent. Late receipt of the Proposal may be grounds for rejection.

Submittal Checklist (Applications submitted without the following items/attachments will be rejected as incomplete):

1. One (1) original with wet-signed Summary/Proposal Cover Letter from the applicant submitting the Proposal or an individual who is authorized to bind the responding agency contractually and five (5) copies of Proposal submittal in format specified in Part IV of RFP:
 - a. Cover
 - b. Table of Contents
 - c. Summary/Proposal Cover Letter
 - d. Level of Project Experience
 - d. Description of Activities and Deliverables and Components of Deliverables
 - e. Payment Schedule and Budget
 - f. Proposed Personnel and Resume Synopsis
 - g. Description of Organization
 - h. Statement of acknowledgement of review and acceptance (with or without qualification) of the County's form of Standard Contract, Exhibits C & D (EXHIBIT I).
2. Three references
3. (For agencies) Articles of Incorporation, most current audited annual financial statements and current and previous year Agency budgets.
4. Sample(s) of previous organizational and community development work/work products (not to exceed 10 pages).